

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)  Matthew E. Kaslow BLANK ROME LLP One Logan Square 130 North 18 <sup>th</sup> Street Philadelphia, PA 19103 Telephone: 215.569.5455 Email: Matt.Kaslow@blankrome.com  <i>Attorneys for Willowbrook Town Center, LLC</i>	
In re:  BED BATH & BEYOND INC., <i>et al.</i> ,  Debtors. <sup>1</sup>	Chapter 11  Case No. 23-13359 (VFP)  Jointly Administered  Related Docket No. 714

**LIMITED OBJECTION OF WILLOWBROOK TOWN CENTER, LLC TO NOTICE TO  
CONTRACT PARTIES TO POTENTIALLY ASSUMED  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Willowbrook Town Center, LLC (“Landlord”) respectfully submits the following limited objection to Debtors’ Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases (the “Notice”) (D.I. 714) and states as follows:

1. Landlord and Bed Bath & Beyond Inc. (“Debtor”) are parties to that certain Lease Agreement dated as of February 15, 2007 (as amended, restated, modified and/or supplemented

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<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.’s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor’s tax identification number may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.’s principal place of business and the Debtors’ service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

from time to time, the “Lease”) pursuant to which Debtor leases certain property in the Willowbrook Town Center from Landlord.

2. Debtor proposes to potentially assume and assign the Lease and the Notice lists a cure amount of \$0.00.

3. The proposed cure amount for the Lease is incorrect. Debtor has outstanding amounts under the Lease for the first installment of real estate taxes for 2022 in the amount of \$59,104.51. Copies of the invoice for such taxes is attached hereto as Exhibit 1. In August 2023, Debtor is also obligated to pay the remainder of real estate taxes for 2022 in the additional amount of \$59,108.07.

4. These outstanding real estate taxes must be paid by Debtor prior to assumption and assignment of the Lease pursuant to Section 365(b)(1) of the Bankruptcy Code.

5. Landlord expressly reserves the right to make such other and further objections as may be appropriate or necessary with respect to the sale transaction and the Notice, including but not limited to, any additional objections regarding the prospective assumption and assignment of the Lease and adequate assurance of future performance under Section 365(b)(1) of the Bankruptcy Code.

WHEREFORE, Landlord objects and states that the cure amount for the Lease is at least \$59,104.51 as of the date of this Limited Obligation.

Dated: June 26, 2023

BLANK ROME LLP

By: /s/ Matthew E. Kaslow  
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